

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 12th day of May, 2016, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **CivTech Inc.**, an Arizona corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Bus Bay Design – Various Locations**, Project No. **6006764** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide design services as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Dawn Cartier as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

- 1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.
- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within three hundred sixty-five (365) calendar days of the date appearing on the "Notice to Proceed" issued by City. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$440,163.80, unless otherwise authorized by City. This fee includes an allowance of \$2,520.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- 3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Design Services	Hourly not to Exceed	\$245,956.00
Subtotal Task Amount:		\$245,956.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Additional Design Services	Not to Exceed	\$111,087.80
Sub-consultant Services	Not to Exceed	\$80,600.00
Reimbursable Expenses	Not to Exceed	\$2,520.00
Subtotal Allowances Amount:		\$194,207.80
Total Compensation Not to Exceed:		\$440,163.80

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.
- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:

- 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
- 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
- 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 10605 North Hayden Road, Suite 140, Scottsdale, AZ 85260. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein,

Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees,

as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30)

days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction

budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole

discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any

and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or

terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are

expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

(Printed Name of Signatory)
CivTech Inc.
10605 North Hayden Rd, Ste. 140
Scottsdale, AZ 85260

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Bus Bay Design – Various Locations
Project No. 6006764**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

ARC _____
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
CivTech Inc.

Signature

Printed Name

Title

Federal I.D. No./Social Security No.



EXHIBIT A

April 6, 2016

Mr. Kent Clayton
City of Tempe
Capital Improvement Project Design Section
Public Works Department Engineering Division
31 E. 5th Street, Garden Level
Tempe, Arizona 85281
Phone: 480-350-8371
Email: kent_clayton@tempe.gov

RE: Proposal to Provide Final Bus Bay Design to the City of Tempe – 12 Bus Bay Locations

Dear Mr. Clayton:

CivTech is pleased to present you with this proposal to provide final design services to the City of Tempe regarding the improvement of twelve new bus bay locations. CivTech met with the City of Tempe staff on Wednesday, October 15th 2015 to discuss the scope of work as presented herein. The scope of work was updated during a meeting held March 3, 2015. A fee of \$245,956.00 has been proposed for the design of the bus bays. Allowances of up to \$194,208.00 are also requested for a maximum fee of \$440,164.00.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have on this fee proposal. If this scope of work and fee proposal is acceptable to you, please provide an agreement to execute and a formal NTP authorizing CivTech to proceed on the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn D. Cartier", with a horizontal line extending to the right.

Dawn D. Cartier, P.E., PTOE
Project Manager

SCOPE OF WORK
TEMPE BUS BAYS
PHASE II

Multiple Locations

April 6, 2016

PROJECT DESCRIPTION:

CivTech Inc. (CivTech) will provide final design and project management services required to prepare construction documents for bus bay improvements at 12 of the 38 locations identified below:

Number	Direction	On Street	At Street	Position
1	Eastbound	University	Priest	Far Side
2	Northbound	Kyrene	Guadalupe	Far Side
3	Westbound	Rio Salado	Priest	Far Side
4	Southbound	Mill	Southern	Far Side
5	Northbound	Priest	Broadway	Far Side
6	Eastbound	Guadalupe	Kyrene	Far Side
7	Eastbound	Southern	48 th Street	Far Side
8	Southbound	52 nd Street	University	Far Side
9	Eastbound	Southern	Priest	Far Side
10	Southbound	Kyrene	Guadalupe	Far Side
11	Westbound	Guadalupe	Kyrene	Far Side
12	Eastbound	Rio Salado	Priest	Far Side
13	Westbound	Broadway	Mill	Far Side
14	Westbound	Broadway	Price	Far Side
15	Westbound	Baseline	Price	Far Side
16	Westbound	Guadalupe	Price	Far Side
17	Westbound	Southern	Price	Far Side
18	Northbound	Priest	Baseline	Far Side
19	Eastbound	Baseline	48 th Street	Far Side
20	Southbound	McClintock	Apache	Far Side
21	Northbound	McClintock	Warner	Far Side
22	Southbound	Priest	Warner	Far Side
23	Northbound	Priest	Ray	Far Side
24	Northbound	52 nd Street	University	Far Side
25	Eastbound	Guadalupe	Rural	Far Side
26	Westbound	Guadalupe	Rural	Far Side
27	Southbound	Rural	Guadalupe	Far Side
28	Northbound	Rural	Baseline	Far Side
29	Eastbound	University	Mill	Far Side
30	Westbound	University	Mill	Far Side
31	Eastbound	Rio Salado	Rural	Far Side
32	Eastbound	University	McClintock	Far Side
33	Southbound	McClintock	Warner	Far Side
34	Northbound	McClintock	Apache	Far Side
35	Southbound	Kyrene	Elliot	Far Side
36	Southbound	Kyrene	Warner	Far Side
37	Eastbound	McClintock	Baseline	Far Side
38	Southbound	Priest	Elliot	Far Side

KC

The first phase of the project will provide a feasibility of the design and installation of new bus bays at all of the locations identified on Page 1. The scope of work and fee for the feasibility review (Phase I) has been provided under separate cover.

Phase II will consist of development of the construction documents for the project improvements, according to the recommendations that emerge from the Phase I efforts.

The type of bus bay, typical, queue jumper or special design will be determined through the Phase 1 process.

During the scoping meeting, three locations were identified as high priority. These locations will be designed first. A schedule to prepare the remaining designs will be presented assuming that three locations could be designed simultaneously.

Plan Set 1:

Southbound Mill & Southern – far side

Northbound Priest & Broadway – far side

Northbound Priest & Ray – far side

DESIGN STANDARDS:

The project improvements will be designed in accordance with the following standards, listed in order of precedence:

- a. City of Tempe Standard Details and Construction Specifications
- b. Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Revisions through 2010
- c. Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through 2010
- d. Manual on Uniform Traffic Control Devices (MUTCD)
- e. MCDOT Roadway Design Manual
- f. ADOT Design Standards

BILLING AND COMPENSATION:

This project will be paid on a time and materials, not to exceed fee (NTE) basis. CivTech will send monthly invoices to the City showing the following information:

- a. Time spent on each task
- b. Staff Category of individual performing the work
- c. Applicable rate of compensation for each staff
- d. Summary of previous billings, current fee due, and the total amount of the invoice (including CivTech subconsultants)

This project is proposed with a “per location” fee. Since some locations may require additional coordination effort with utilities, traffic signal relocation, right-of-way acquisition, legal descriptions and drainage improvements, it is requested that the total be considered as a NTE fee with the ability to move funds as required to fulfill the contract.

It is anticipated that final design will be provided at a total of 12 locations. A deductive change order will be provided to the City of Tempe at the end of the contract period for any funds remaining.

KC

PROJECT TASKS:

PHASE II

TASK 1: PROJECT MANAGEMENT AND COORDINATION

CivTech will provide comprehensive project management and coordination services. CivTech will direct the activities of the project team and manage the technical progress, staffing, schedule, and project expenses.

CivTech will hold regular project team coordination meetings to facilitate communication and dissemination of project information.

CivTech will prepare and submit a schedule of activities (MS Project) showing task durations and interrelationships, deliverables, and major milestones. The schedule will be updated periodically through the project as necessary.

CivTech will implement our quality assurance and control process that ensures internal review and thorough checking of submittal materials prior to delivery to the City of Tempe.

TASK 2: SURVEY, MAPPING AND DATA COLLECTION

CivTech will subcontract with Wood Patel to provide mapping services for 12 bus bay locations. Elevations will be determined on all four corners of the intersection, centerline of road, medians (if applicable), driveways, visible utilities, drainage inverts, storm water flow lines and above ground equipment/walls. The right-of-way line will be located along with existing topography information at the locations of the proposed bus bays.

CivTech will coordinate with Wood Patel to set survey limits and identify special items to locate prior to field survey.

In general, the survey will extend 500 feet on the leg with the proposed bay and 400 feet on the adjacent leg. Returns and above ground information will be collected on the remaining corners.

The survey data will be provided in ground coordinates that are tied to state plane coordinates in North American Datum of 1983(92) NAD83 (92) state plane, Arizona, Central Zone scaled to ground from zero (0) northing and zero (0) easting. The scale factor will be derived from the center of the project and the mean elevation. In addition, there will be a (-550,000) ft translation in the northing component. MCDOT GDACS points will be used for control. The mapping and survey information will be collected utilizing the North American Vertical Datum of 1988 (NAVD '88).

Wood Patel will identify and locate by survey measurement all pertinent monuments necessary to delineate the right-of-way and easements required for the project. All monuments within the project limits will be located and identified. Survey ties to appropriate section and quarter section corners will be provided

CivTech will research and obtain all readily available record information pertinent to the design of the project improvements. This may include: construction record drawings/design plans for improvements to the project roadways, right-of-way and property ownership information and documents (excluding obtaining title reports), master plans, and other readily available information. A site visit will be performed by the design team to visually confirm information obtained during the Data Research and Collection Task.

Allowances for up to 12 legal descriptions for temporary construction easements and up to 12 legal descriptions for new right-of-way have been included in this scope of services. (Please see attached subconsultant proposal for additional task details)

TASK 3: UTILITY COORDINATION

CivTech will conduct coordination with utility companies having facilities in the project area. CivTech will contact the Arizona Bluestake Center to identify area utilities and contact each utility company reporting facilities within the project vicinity to obtain mapping information. At each of the milestone submittal levels, CivTech will submit one set of plans to each utility within the project area along with a no conflict (clearance) letter, and will request a conflict review of the project. The City's Project Manager will be provided with utility no conflict letters.

Based on the utility information collected and the proposed design, CivTech will identify underground utilities that warrant potholing (if any). An allowance for potholing services has been provided within this scope of services.

TASK 4: GEOTECHNICAL REPORT FOR BUS BAY DESIGN

This task includes a geotechnical investigation at 12 locations.

CivTech will subcontract with Kleinfelder to provide geotechnical services for 12 bus bay locations. The objective of the geotechnical engineering services is to evaluate the geotechnical conditions present at the planned bus bay locations and determine if the proposed new COT Standard Detail is appropriate for typical subgrade soils present in Tempe.

Kleinfelder will develop recommendations for the bus bay pavement section at each of the locations and compare to the proposed Standard Detail in terms of suitability for use with or without modification. In locations where the new COT Standard Detail is not appropriate for the subgrade soils, improvement recommendations to accommodate the new COT Standard Detail will be provided or a change to the section will be recommended.

A single geotechnical exploration report incorporating the findings of all 12 sites will be prepared. The report will include the following: a site vicinity map and boring location maps, a summary of the field exploration activities, boring logs and laboratory test results. The report will also include a general summary of the regional and site geology, and the geotechnical profile encountered at each of the 12 sites. (Please see attached subconsultant proposal for additional task details)

TASK 5: BUS BAY DESIGN

This task includes design of bus bays at 12 locations.

Bus Bay Design includes geometric design of the horizontal and vertical alignment, comfort station layout, curb return design (if necessary), gutter/valley gutter, sidewalk, catch basin relocation (where necessary), signing and pavement marking. The location of the bus bay may necessitate the relocation of a traffic signal pole. An allowance has been included for up to six traffic signal modifications assuming that one corner could require modification if a queue jumper bay was determined to be the best design.

While CivTech can provide the lighting design for each bus bay, it has been assumed that it is not required in this scope of services. Landscape, irrigation, hardscape and streetscape design is not included within this scope of services. It has been assumed that the City of Tempe will conduct necessary public involvement meetings with affected stakeholders.

TASK 6: TRAFFIC SIGNAL DESIGN

An allowance to provide traffic signal modification plans for up to six locations has been included within the scope of services.

The City of Tempe will provide CivTech with as-built plans of the existing traffic signal at identified intersections. A field review will be performed of the signalized intersection to confirm the existing traffic

RC

signal equipment located at each corner. Some locations may just require relocation of controllers or pull boxes while others may warrant the relocation of poles.

Coordination with APS and/or SRP may be required to reestablish the power source for the modified signal. This will include preparing the necessary service request letter.

Construction plans for City controlled traffic signals will be prepared conforming to the current City of Tempe criteria for either the modular type signal or the tapered pole, depending on location. The plans will include the following plan sheets for each location:

A plan view sheet will be prepared at 20-scale and will show the intersection layout with the pole locations, conduit runs, and pull boxes depicted with reference numbers. Any necessary 'blow-ups' of specific areas will also be provided on the plan view sheet.

A schedule sheet will include the pole schedule and the conductor schedule. The pole schedule will identify the necessary information to be installed on each traffic signal pole, including pole type, mast arm length, traffic signal heads, type of mounts, pedestrian heads, luminaire type, and pedestrian push buttons. The conductor schedule will provide the conduit size and conductors in each conduit run to provide a functioning traffic signal.

A sign summary sheet will be prepared for each plan set and will include existing signs to be removed, existing signs to remain, existing signs to be replaced and any new signs.

A general notes sheet will be prepared for each plan set and will include all of the City of Tempe general notes for traffic signals, as well as information on the electrical service and any additional notes required for the construction of the traffic signal.

TASK 7: CONSTRUCTION PLANS

CivTech will prepare construction plans for the project improvements as described in this scope of work.

The construction plans will be produced in AutoCAD format. An index of estimated plan sheets and their respective scales are shown below.

Estimated Plan Sheet Index Per Location

Sheet	Firm	No. of Sheets
Cover (Including Vicinity Map)	CivTech	1
Legend and Notes	CivTech	1
Bus Bay Plan and Profile (1"=20')	CivTech	2
Details, Pipe Extensions, Sections	CivTech	1
TOTAL		4.5

In some locations, an additional design sheet may be required to allow for the addition of a turn lane or queue jumper (depending on bus route and ridership). This is indicated above with the two sheets per location. This suggests that due to the unknown nature of the design, it is possible that all 12 locations will require two design sheets.

TASK 8: TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

Technical specifications and special provisions will be prepared for the bidding and construction of the proposed improvements. Technical specifications will be prepared for any items not adequately addressed by the MAG Standard Specifications and Details and City Supplements. The City will be responsible for assembling and advertising the bid/contract documents.

A preliminary set of the technical specifications and special provisions will be provided with the 60% submittal. The technical specifications will be refined and provided with the 90% submittal. The final technical specifications and special provisions will be sealed by a registered engineer and provided with the 100% submittal.

TASK 9: ENGINEER'S OPINION OF PROBABLY CONSTRUCTION COST

An Engineer's Opinion of Probable Construction Cost (EOPC) will be prepared for each progress submittal. The EOPC will utilize standard bid items and will be developed based on current and historic bid prices for comparable work tasks.

DELIVERABLES:

Due to the small scale of design at each location, CivTech will provide three (3) submittals of construction documents for review to the City- 60%, 90% and 100%. The City will provide review comments on each submittal, which will be subsequently addressed and resolved on the following submittal package.

60% Design Submittal:

- 1 Full Size Plan Set (22"x34") on Bond
- 1 Half Size Plan Sets (11"x17") on Bond
- 1 Hard Copy of Special Provisions
- Engineer's Opinion of Probable Construction Cost
- 1 Digital (PDF) Copy of Deliverables

90% Design Submittal:

- 1 Full Size Plan Set (22"x34") on Bond
- 1 Half Size Plan Sets (11"x17") on Bond
- 1 Hard Copy of Special Provisions
- Engineer's Opinion of Probable Construction Cost
- 1 Digital (PDF) Copy of Deliverables

100% Design Submittal:

- 1 Full Size Plan Set (22"x34") on Bond
- 1 Half Size Plan Sets (11"x17") on Bond
- 1 Hard Copy of Special Provisions
- Engineer's Opinion of Probable Construction Cost
- 1 Digital (PDF) Copy of Deliverables

Final Submittal:

- 1 Full Size Plan Set (22"x34") on Mylar (Signed and Sealed)
- 1 Full Size Plan Sets (22"x34") on Bond (Signed and Sealed)
- 1 Hard Copy of Special Provisions (Signed and Sealed)
- 1 Digital (PDF) Copy of Plans and Special Provisions (Signed and Sealed)

The deliverables will be submitted to the City of Tempe.

TASK 10: RIGHT-OF-WAY

Wood Patel will research the existing and proposed Rights-of-Way for the project corridors. This information will be shown on the project design plans.

Record Research

Wood Patel will research public records for recorded surveys, plats, or other information that may affect the parcels or proposed alignment of the project roadways.

Legal Descriptions & Exhibits (ALLOWANCE ITEM)

Wood Patel will provide legal descriptions and exhibits describing takes and calculated areas for each parcel proposed to be acquired for the project. It is anticipated that up to 36 locations could require temporary construction easements along with 36 that could require additional right-of-way. An allowance has been established to cover the expense of preparing legal descriptions and exhibits for the acquisitions and or temporary easements.

ESTIMATED SCHEDULE:

The following schedule estimates project milestone submittal timeframes relative to the Notice to Proceed. It has been assumed that comments would be addressed for each submittal as received even if the next package has been started.

<u>MILESTONE/TASK</u>	<u>DATE</u>	<u>DURATION</u>
Geotechnical Report for Bay Standards	NTP + 6 weeks	6 weeks
Survey of Feasible Locations	NTP + 8 weeks	8 weeks
Design of Package 1 (3 locations)	NTP + 12 weeks	4 weeks
Design of Package 2 (3 locations)	NTP + 16 weeks	4 weeks
Design of Package 3 (3 locations)	NTP + 20 weeks	4 weeks
Design of Package 4 (3 locations)	NTP + 24 weeks	4 weeks
Final City Comment and Responses	NTP + 28 weeks	4 weeks
Total:	NTP + 28 weeks	

This schedule assumes a continuous review period by the City following each submittal and addressing the comments simultaneously with the preparation of other packages. CivTech will address comments within two weeks of receiving the comments. The final four week period has been assumed to provide time for the final round of comments and review after all other design packages have been finalized.

CONTRACT ALLOWANCES:

- Pot Holing:** A contract allowance has been established to cover the work involved with conducting potholing for utility locating. This allowance covers potholing at up to two borings at each bus bay location. These have been assumed as under pavement borings and will include any temporary traffic control required and/or pavement patching. Additional potholing can be provided for additional fee.
- Legal Descriptions:** A contract allowance has been established to cover the work involved with preparing legal descriptions and exhibits for required right-of-way acquisitions for the project. This allowance covers preparation of up to 72 legal descriptions and parcel exhibits (36 for TCE and 36 for right-of-way acquisition). Additional descriptions and exhibits can be provided for additional fee.
- Traffic Signal Mod:** A contract allowance has been established to provide construction documents for up to six corner traffic signal modifications. The details of the design standards and anticipated sheet count have been provided within the scope of services.
- Post Design Services:** A contract allowance has been established to allow CivTech to remain involved and responsive during the construction phase of the project. CivTech will be available to

attend and answer questions at the Pre-Bid Conference, respond to Requests for Information (RFI's) from the Contractor during construction, review shop drawings and material submittals during construction and prepare record drawings (As-Built plans, to be signed and sealed by the City).

ASSUMPTIONS AND EXCLUSIONS:

- a. Landscape Design is excluded
- b. Irrigation Design is excluded
- c. Hardscape Design is excluded
- d. Streetscape Design is excluded
- e. Lighting Design is excluded
- f. Geotechnical Engineering is excluded
- g. The City will provide the public involvement time and materials
- h. Archeological investigation is excluded
- i. Structural Engineering for improvements is excluded

END OF SCOPE OF WORK

FIRM:	CivTech Inc.	CONTRACT NO.:	TBD
PROJECT:	Tempe Bus Bays Final Design Misc. Locations	PROJECT NO.:	TBD
		New Contract:	x
DATE:	April 6, 2016	Change Order No.:	

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

Classification	Manhours	Billing Rate	Labor Costs
1 Project Manager (PE)	33	\$ 156.00	\$ 5,148.00
2 Senior Engineer (PE - QA/QC)		\$ 137.50	\$ -
3 Senior Designer		\$ 127.50	\$ -
4 Project Engineer	8	\$ 117.50	\$ 940.00
5 Project Designer	66	\$ 105.00	\$ 6,930.00
6 CADD Technician		\$ 90.00	\$ -
7 Project Assistant	9	\$ 75.00	\$ 675.00
8 Clerical/Admin	2	\$ 60.00	\$ 120.00
9		\$ -	\$ -
10		\$ -	\$ -
11 Survey Crew		\$ -	\$ -
TOTAL HRS	118		

Total CivTech Labor Per Intersection:	\$ 13,813.00
Total CivTech Labor 12 Intersections:	\$ 165,756.00
Subconsultant: WP Survey Cost for 12 locations	\$ 57,600.00
Subconsultant: Ethos Geotechnical Cost	\$ 22,600.00
Total Labor 12 Intersections:	\$ 245,956.00

DIRECT COSTS AND ALLOWANCES

(Listed by Item at Actual Cost - NO MARK-UP)

Item	Cost
1 Reproduction, Printing and Delivery Large Format Bond & Mylar @ \$210 per location	\$ 2,520.00
2 Traffic Signal Modification Design (6 int @ \$10,500/intersection)	\$ 63,000.00
3 Ramp Design (6 Int @ \$2,800/intersection)	\$ 16,800.00
4 Striping Design (10 int @ \$2,300/intersection)	\$ 23,000.00
3 Post Design Services (ALLOWANCE) assumed at 5% of contract value	\$ 8,287.80

b. Sub-Total Direct Costs CivTech Allowances: \$ 113,607.80

ALLOWANCE FOR SUB-CONSULTANTS


(List by Firm or Name at Estimated Cost to you - NO MARK-UP)

Firm	Cost
1 Wood Patel - Legal Descriptions for Right-of-Way and TCE	\$ 48,000.00
2 Subconsultant TBD - Potholing for Utility Location	\$ 32,600.00

c. Sub-Total Allowance for Sub-Consultants \$ 80,600.00

d. Total Estimated Cost to City: \$ 440,163.80

e. TOTAL FEE: \$ 440,164.00


 Signature _____
 President _____
 Title _____

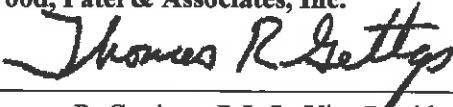
6-Apr-16
 Date _____

FIRM: CivTech Inc.	CONTRACT NO.: TBD	PROJECT NO.: TBD
PROJECT: Tempe Bus Bays Final Design Misc. Locations		
New Contract: X		
DATE: April 8, 2016	Change Order No.:	

ESTIMATED MANHOURS												
TASK 3/18/2016	PROJECT MANAGER	SENIOR ENGINEER	SENIOR DESIGNER	PROJECT ENGINEER	PROJECT DESIGNER	CADD TECH	PROJECT ASSISTANT	CLERICAL ADMIN	ASSISTANT SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	TOTAL
1 st Task 1A - Concept Development & Evaluation	36.0	-	-	-	148.0	-	-	-	-	-	-	182
2 Task 1 - Project Management & Coordination	4.0	-	-	-	4.0	-	2.0	2.0	-	-	-	12
3 Task 2 - Data Collection	2.0	-	-	2.0	-	-	-	-	-	-	-	4
4 Task 3 - Utility Coordination	-	-	-	-	1.0	-	2.0	-	-	-	-	3
5 Task 5 - Bus Bay Design	4.0	-	-	-	28.0	-	-	-	-	-	-	32
- Traffic Signal Design (see allowance)	-	-	-	-	-	-	-	-	-	-	-	0
6 Task 6 - Construction Plans	7.0	-	-	-	32.0	-	-	-	-	-	-	39
7 Task 7 - Technical Specs/Special Provisions	10.0	-	-	-	-	-	4.0	-	-	-	-	14
8 Task 8 - Construction Cost Estimate	4.0	-	-	4.0	-	-	1.0	-	-	-	-	9
9 Task 9 - Right-of-Way Needs	1.0	-	-	1.0	1.0	-	-	-	-	-	-	3
Coordination/Comment Review Meetings	1.0	-	-	1.0	-	-	-	-	-	-	-	2
	33.00	-	-	6.00	66.00	-	9.00	2.00	-	-	-	118

ESTIMATED FEE BY TASK												
TASK	PROJECT MANAGER	SENIOR ENGINEER	SENIOR DESIGNER	PROJECT ENGINEER	PROJECT DESIGNER	CADD TECH	PROJECT ASSISTANT	CLERICAL ADMIN	ASSISTANT SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	TOTAL
1 st Task 1A - Concept Development & Evaluation	\$ 5,610	\$ -	\$ -	\$ -	\$ 15,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,940
2 Task 1 - Project Management & Coordination	\$ 624.00	\$ -	\$ -	\$ -	\$ 420.00	\$ -	\$ 150.00	\$ 120.00	\$ -	\$ -	\$ -	\$ 1,314.00
3 Task 2 - Data Collection	\$ 312.00	\$ -	\$ -	\$ 235.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 547.00
4 Task 3 - Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 255.00
5 Task 5 - Bus Bay Design	\$ 624.00	\$ -	\$ -	\$ -	\$ 2,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,564.00
0 - Traffic Signal Design (see allowance)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 Task 6 - Construction Plans	\$ 1,092.00	\$ -	\$ -	\$ -	\$ 3,360.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,452.00
7 Traffic Signal Modification Design (6 Int @ \$10,500/Intersection)	\$ 1,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 1,850.00
8 Ramp Design (6 Int @ \$2,800/Intersection)	\$ 624.00	\$ -	\$ -	\$ 470.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 1,169.00
9 Task 9 - Right-of-Way Needs	\$ 156.00	\$ -	\$ -	\$ 117.50	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 378.50
Coordination/Comment Review Meetings	\$ 156.00	\$ -	\$ -	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273.50
TOTAL	\$ 5,148.00	\$ -	\$ -	\$ 940.00	\$ 6,830.00	\$ -	\$ 675.00	\$ 120.00	\$ -	\$ -	\$ -	\$ 13,813.00

* Removed from per fee cost - calculated separately for Phase 1

Client: CivTech, Inc. Contact: Ms. Dawn Cartier 10605 North Hayden Road Building G, Suite 140 Scottsdale, AZ 85260 Phone: (480) 659-4250 Email: dcartier@civtech.com	Date: Revised April 6, 2016 Revised March 12, 2015 Revised December 17, 2014 December 16, 2014 Project: Tempe Bus Bay Project No.: Re: Survey Services Project Manager: Kathy M. Svehovsky, R.L.S.
Description of Services to be Provided:	
<p>Wood, Patel & Associates, Inc. (Wood/Patel) will:</p> <ol style="list-style-type: none">1. Locate existing section corner, quarter corner, and street centerline monuments, for 12 bus bay locations as designated by the Client, based on published City of Tempe Survey Control coordinates and benchmarks. We will locate surface evidence of utilities, utility BlueStake markings, and improvements, including paint stripe markings, and signs as directed by client. The topographic information will be compiled into an AutoCAD base file, including surface elevations, based on City of Tempe Survey Control and benchmarks.2. Prepare up to two (2) right-of-way parcel descriptions for each bus bay location based on Client direction. The descriptions will be sealed by a licensed surveyor and will include a corresponding exhibit.3. Prepare up to two (2) temporary construction easement parcel descriptions for each bus bay location based on Client direction. The descriptions will be sealed by a licensed surveyor and will include a corresponding exhibit.	
<p>Wood/Patel is proceeding based on authorization received via:</p> <p><input checked="" type="checkbox"/> Written authorization <input type="checkbox"/> Verbal/Email <input type="checkbox"/> Fax <input type="checkbox"/> Letter Dated: _____</p>	
<p>Services to be:</p> <p><input checked="" type="checkbox"/> Fixed fee of \$57,600, plus standard reimbursable expenses. (Item 1)</p> <p><input checked="" type="checkbox"/> Fixed fee of \$1,000/parcel description, not to exceed \$24,000 (assume possibly two right-of-way parcel descriptions per bus bay location), plus standard reimbursable expenses. (Item 2)</p> <p><input checked="" type="checkbox"/> Fixed fee of \$1,000/parcel description, not to exceed \$24,000 (assume possibly two temporary construction easement parcel descriptions per bus bay location), plus standard reimbursable expenses. (Item 3)</p>	
Please sign and return this form.	
<p>Wood, Patel & Associates, Inc.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 60%;"> Thomas R. Gettings, R.L.S., Vice President</div><div style="width: 35%; text-align: right;"><div>April 6, 2016</div><div>_____</div><div>Date</div></div></div>	
<div style="display: flex; justify-content: space-between;"><div>Professional Services Approved By: _____</div><div>_____</div><div>Date</div></div>	

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TERMS OF AGREEMENT

1. Wood, Patel & Associates, Inc., herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Client and Consultant have agreed, to the fullest extent permitted by law, to allocate the risks of this Project such that the aggregate liability of Consultant, its sub-consultants and the insurers of Consultant or its sub-consultants, to Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses arising from any cause or causes (including without limitation attorneys' fees and costs and expert-witness fees and costs) shall not exceed the greater of \$50,000 or the total fee paid Consultant for its services on this Project. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law. Should Client not pay consultant in full for all services rendered in accordance with the contract, Client releases Consultant of all liability.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
7. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
8. The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
9. Printing of plans, delivery charges, and postage, as well as review fees, will be billed as an extra to the contract at cost plus ten (10) percent.
10. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
11. This proposal is valid for sixty (60) days from the date of preparation.
12. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
13. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to require a similar provision in all contracts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.



April 6, 2016

Dawn Cartier, PE, PTOE
President
CivTech, Inc.
10605 North Hayden Road, Suite 140
Scottsdale, Arizona 85260

**SUBJECT: Proposal for Geotechnical Evaluation
City of Tempe – 12 Bus Bays
New Standard Detail Evaluation
Various Locations
Tempe, Arizona**

Dear Ms. Cartier:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services for the referenced project.

PROJECT INFORMATION

We understand the City of Tempe (COT) is planning to construct up to 36 new bus bays adjacent to existing city streets. The City has requested that geotechnical explorations be completed at 12 of these planned bus bay sites (at locations not yet determined) in order to evaluate the applicability of a new Standard Detail the COT is considering for their new bus bays. Though the detail under consideration has not been provided, we assume the detail includes a Portland cement concrete (PCC) over aggregate base (AB) pavement section.

OBJECTIVE

The objective of our proposed geotechnical engineering services is to evaluate the geotechnical conditions present at 12 of the planned bus bay locations and determine if the proposed new COT Standard Detail is appropriate for typical subgrade soils present in Tempe.

SCOPE OF SERVICES

Task 1 – Project Setup, Layout and Blue Stake

Ethos will setup the project; review available project plans and develop a field exploration plan showing the intended test locations. This plan will be submitted to CivTech (or others, as directed) such that the test locations can be checked for possible environmental impacts (to be performed by others). We will also apply for and obtain a COT right-of-way use permit. A copy of the permit will be kept on-site during drilling activities. For costing, we have assumed that just one COT permit will be needed for the 12 boring locations. We further assume that minimal traffic control, including shoulder work ahead and shoulder closed signs with traffic cones will be required. We will submit our traffic control plan to the COT as part of our permit application.

Following approval of our boring plan, and receipt of the right-of-way (ROW) use permit, we will lay out the locations of our planned test borings. We assume there are enough site features in order to lay out our borings without the need for additional survey. We will contact Arizona Blue Stake Services to verify the presence of buried utilities in the vicinity of our planned boring locations, prior to drilling.

Task 2 – Field Work

Ethos will perform subsurface explorations at each of the 12 sites. Given that little information has been provided regarding locations we have assumed the following:

- Each test location will be adjacent to city streets
- Work will be performed adjacent to the street requiring shoulder closures only with appropriate traffic control signage
- Nine of the 12 sites will require concrete coring of existing concrete sidewalks to access the subgrade
- The holes will be completed to depths ranging from 3 to 5 feet or practical refusal and will be explored by either truck- or jeep-mounted drills, or by hand auger
- Borehole diameters of 8 inches or less are anticipated

As indicated above, the borings will be drilled by either hand auger or truck- or jeep-mounted equipment, depending on the access conditions encountered at each site. A geotechnical field engineer or engineering geologist will oversee the concrete coring and drilling operations and log the test borings. The borings will be backfilled upon completion using hand-tamped cuttings mixed with Portland cement. In the case where the concrete sidewalk has been cored, we will place the core back into the hole and grout the annulus with high-early strength cement grout.

Task 3 – Laboratory Testing

Ethos will subcontract laboratory testing to a local accredited soils testing laboratory. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The following laboratory tests are proposed:

Table 1 – Summary of Planned Laboratory Testing

No. of Tests	Test	Description
12	Moisture Content	Moisture characteristics
12	Sieve Analysis	Soil classification and pavement design
12	Atterberg Limits (LL, PL & PI)	Soil classification and pavement design
4	Standard Proctor	Moisture/density relationship
4	Remolded Swell	Soil swell characteristics

Task 4 – Analysis and Report Preparation

Ethos will develop recommendations for the bus bay pavement section at each of the locations and compare to the proposed Standard Detail in terms of suitability for use with or without modification. Our recommendations will be discussed with CivTech prior to preparation of a design report. For the case our evaluation indicates the new COT Standard Detail is not appropriate for the subgrade soils, we will provide subgrade soil ground improvement recommendations to accommodate the new COT Standard Detail (e.g. lime stabilization, removal and replacement of unsuitable soil, etc.), or recommend modifications to the new COT Standard Detail (e.g. increased base or concrete thickness, etc).

We will prepare a single geotechnical exploration report that incorporates the findings of all 12 sites. The report will also include the following: a site vicinity map and boring location maps, a summary of the field exploration activities, boring logs and laboratory test results. The report will also include a general summary of the regional and site geology, and the geotechnical profile encountered at each of the 12 sites. We will provide a table which summarizes the conditions encountered in terms of completed laboratory testing and provide recommendations for needed subgrade support for each bus bay location. Pavement analyses will be performed and compared against the proposed Standard Detail to determine if the detail is adequate at each location. Our report will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

PROJECT SCHEDULE

We anticipate our services will be completed in approximately six weeks after notice-to-proceed (NTP) or upon receipt of any needed environmental clearances, whichever is last provided. We will begin the exploration process within five days of notice-to-proceed (NTP). Activities will include site layout, Bluestake notification, and drilling. We will complete the drilling within 10 working days of receipt of the NTP. We estimate the report will be available within four weeks of the completion of test drilling.

AUTHORIZATION

We will proceed upon notice-to-proceed (receipt of the executed CivTech subcontractor agreement).

PROJECT FEES

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump sum fee of **\$22,600.00**. The estimated fees are broken down as follows:

Table 2 – Summary of Estimated Charges

Task	Description	Estimated Charges
1	Project Setup, Layout and Blue Stake	\$3,700
2	Field Work	\$9,600
3	Laboratory Testing	\$3,550
4	Analysis & Report Preparation	\$5,750
	Total	\$22,600

The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

ASSUMPTIONS

We have assumed the following:

- The site is accessible to both foot (site visit) and truck (test drilling) traffic.
- There are no private underground utilities on the site.
- Ethos will obtain permit from COT to perform drilling within their right-of-way, and permit fees, if any, will be waived.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations and the review of plans prepared by others. It is possible that conditions could vary between or beyond the data evaluated. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC



Keith Dahlen, PE
Senior Geotechnical Engineer



Sergio Oliden, PE
President

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT
IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS
VERIFICATION IS TRUE.**

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____

EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

☐ Current copy of antidiscrimination policy attached

OR

☐ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____, Arizona

Date _____

**Bus Bay Design – Various Locations
Project No. 6006764**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2016.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.